

## **REMARKS**

This amendment is in response to the Office Action dated March 13, 2006. Because this response is mailed on September 8, 2006 with a three-month extension of time and a Request for Continued Examination, the amendment is timely filed and shall be considered.

### **I. Status of the Amendments**

Prior to this amendment, claims 91, 92, 94-114, and 117-122 were pending. By this amendment, claim 91 has been amended in keeping with the Interview held on August 23, 2006 with Examiners Andrew Kim and Scott Jones, and claims 104 and 105 have been amended in keeping with the amendments to claim 91. Consequently, claims 91, 92, 94-114, and 117-122 are presently pending.

### **II. August 23 Interview Summary**

The undersigned would like to thank Examiners Kim and Jones for the opportunity to discuss this application with them. Pursuant to the Applicant Initiated Interview Request Form (“the Request Form”), submitted on August 18, 2006, the undersigned and Examiners Kim and Jones discussed claim 91, as amended in the attachment to the Request Form, relative to U.S. Patent No. 6,786,824 to Cannon. Also discussed were Examiner Kim’s comments in the Advisory Action of July 14, 2006.

During the Interview, the undersigned and Examiners Kim and Jones discussed further amendments, reflected in the Listing of Claims, above, but not found in the attachment to the Request Form.<sup>1</sup> These amendments were discussed as further distinguishing Cannon. The undersigned agreed to submit the further amended claims to Examiner Kim, along with a summary of the arguments made concerning how the amended claims distinguished Cannon. For his part, the Examiner agreed to review the amendment

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<sup>1</sup> In this regard, applicants note that the amendments to claim 91 differ slightly from the examiners’ notes on the Continuation Sheet of the Interview Summary dated August 30, 2006. To the extent that the amendments differ, applicant respectfully requests consideration of the language above, sincerely believes that this is the condition in which the parties left the language at the end of the Interview and intends no disrespect thereby.

when it was submitted, in light of his new appreciation for the claimed subject matter gained from the interview.

It is believed that the following accurately represents the arguments made during the August 23 interview. If the undersigned is incorrect in any regard, or if the examiners recollect the August 23 Interview differently, it is respectfully requested that they correct the undersigned or express their differing perceptions of the Interview in the next action.

### **III. Response to March 13 Office Action**

In the March 13 Office Action, all pending claims were rejected under 35 U.S.C. 102(e) as allegedly anticipated by Cannon (U.S. Patent No. 6,786,824). Applicants respectfully disagree.

Claim 91, as amended, recites a gaming method. The gaming method includes receiving a wager from a player to play a primary game, displaying an image associated with the primary game, determining an outcome of the primary game, determining if one qualifying activity associated with the primary game has occurred, and associating at least one entry for a shared bonus event with a gaming entity if the one qualifying activity associated with the primary game has occurred.

The method also includes receiving (i) a first input from the player to place the at least one entry with one of a set of entries for a first shared bonus event or a set of entries for a second shared bonus event, and (ii) a second input from the player to initiate a selection of one of the entries from the set of entries for the first shared bonus event if the player placed the at least one entry with the set of entries for the first shared bonus event or to initiate a selection of one of the set of entries for the second shared bonus event if the player placed the at least one entry with the set of entries for the second shared bonus event.

The method further includes selecting one of the entries from the set of entries for the first shared bonus event, and determining a winner of the first shared bonus event according to the one of the entries selected. If the second input was received from the player to initiate the selection of one of the entries from the set of entries for the first shared bonus event, then a payout is awarded to the player if the player is the winner, or all entries associated with just

the player are canceled from the set of entries for the first shared bonus event if the player is not the winner and, at a later time, another one of the entries from the set of entries for the first shared bonus event, less all entries associated with just the player, is selected.

The method still further includes selecting one of the entries from the set of entries for the second shared bonus event, and determining a winner of the second shared bonus event according to the one of the entries selected. If the second input was received from the player to initiate the selection of one of the entries from the set of entries for the second shared bonus event, then a payout is awarded to the player if the player is the winner, or all entries associated with just the player are canceled from the set of entries for the second shared bonus event if the player is not the winner and, at a later time, another one of the entries from the set of entries for the second shared bonus event, less all entries associated with just the player, is selected.

As noted, claim 91, as amended, includes two inputs from the player: a first input to place the at least one entry with a first set or a second set of entries, and a second input to initiate a selection of one of the entries from the first and second sets of entries. Assuming for the moment that first input is received to place the at least one entry with the first set of entries, and so a selection is initiated relative to the first set according to the second input, further actions would be performed depending on whether the player won the first shared bonus event.

If the player is determined to be the winner of the first shared bonus event, the player would be awarded a payout.

If the player is not determined to be the winner, then all entries associated with just the player would be canceled from the set of entries for the first shared bonus event. Moreover, at a later time, another one of the entries from the set of entries for the first shared bonus event would be selected. As a consequence of the player's entries being canceled from the set of entries for the first shared bonus event, the player could not be the winner of the later-in-time drawing. Moreover, the winner would be selected from the set of entries less the player's entries, which may have an effect on the number of entries in the set as a whole and on any other player's chances of being determined the winner.

Cannon does not disclose such a method. Cannon states that the players “may be queried through a dialog box . . . on each display screen . . . as to whether they wish to participate in the next feature event. . . .” (col. 8:62-65), and also states that “a qualified player may be allowed to defer his/her opportunity to wager until a later feature event” (col. 9:15-16). However, Cannon does not provide the player with an opportunity to provide an input to initiate a selection from the set of entries for a shared bonus round. Rather, the allegedly corresponding feature event in Cannon occurs, for example, when a particular time is reached, a particular number of players is reached, or at random. See, for example, the discussion at Cannon, col. 9:20-29. Given that Cannon does not provide the player with an opportunity to provide an input to initiate a selection, Cannon also does not have a corresponding disclosure of what will occur should the player make use of the opportunity: being provided with an award if the player is a winner, or having his or her entries canceled from the set of entries if he or she is not a winner.

Because of the foregoing, applicant submits that claim 91 is not anticipated (or unpatentable in view of) Cannon. Further, claims 92, 94-114, and 117-122 depend, directly or indirectly, from claim 91. Because Cannon does not anticipate claim 91, then, at least for this reason, Cannon does not anticipate claims 92, 94-114, and 117-122 that depend from claim 91. Consequently, the rejection should be withdrawn.

In view of the foregoing, it is respectfully submitted that the above application is in condition for allowance, and reconsideration is respectfully requested. If there is any matter that the Examiner would like to discuss, the Examiner is invited to contact the undersigned representative at the telephone number set forth below. In any event, the Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith to our Deposit Account No. 13-2855, under Order No. 29757/AG54.

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Respectfully submitted,



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